

Sherriff and required by the S<sup>d</sup> County Court in pursuance of the S<sup>d</sup> Act of Assembly for Said Powlsons relief after many previous requisites produced to order the Sherriff to make Distribution for the particulars of all Which this Defendant refers to the Certificate of the Said Justices proceedings recorded in the S<sup>d</sup> County Records that thereupon the S<sup>d</sup> Bills being the only part of the S<sup>d</sup> Powlsons Effects that was Considerable Towards the paying his Debts were Exposed to Sail [sic] at the Request of the Said Powlson by one Thomas Jobson who then was or Late had been the Said Lazenbys Deputy as the S<sup>d</sup> Jobson related and this Defendant Declares That he Acquainted Some Persons therewith that had used to purchase Bills for Cash by way of Exchange to England as well as this Defendant who has made it a part of business for many years and in the way thereof this Defendant bid for those Bills himself but that this Defendant bidding more in Cash for the S<sup>d</sup> Bills than this Defendant Understood any other person did the S<sup>d</sup> Sub Sherriff delivered the S<sup>d</sup> Bills to the S<sup>d</sup> Powlson who Endorst them to this Defendant According to the Law and Custome of Merchants as this Defendant believes and hopes to prove and this Defendant paid Six hundred Pounds for them According to Agreement with the Said Powlson partly by Cash partly by his own bills of Exchange and partly by paying the money and Tobacco Debts that were due from the S<sup>d</sup> Powlson in this Country by his order for the payment of Which he had as af<sup>d</sup> Assigned his Effects of all Which the S<sup>d</sup> Powlson allowed by an Account Settled with and Signed to this Defendant on or about the 14<sup>th</sup> of June 1723 Which he Conceives not Material to Trouble the Complainant with (but Submitts to the Directions of the Court herein) This Defendant insisting that by Virtue of the Bills of Exchange and Endorsment af<sup>d</sup> he was well Entitled to the money therein mentioned Against the S<sup>d</sup> Cockey without Troubling himself with any the affairs of the Complainant this Defendant Conceiving the words in the Close of the Said Bill (being for So much of your Effects Condemned in the [698] Hands of the Drawer) to be only Matter of advice from the Drawer to the Merchant drawn on and Which no way lessened the Obligation of the Drawer to the S<sup>d</sup> Powlson and much less to any Endorsee Whose Right this Defendant Conceives cannot be defeated in Such Case without overthrowing the whole Law and Custom of Merchants that relates to the Negotiated of Bills of Exchange by Endorsement whereby (as this Defendant Takes it) if the Drawer of a bill of Exchange draws without Consideration the Endorsee who pays the Value on Credit of the Drawer to the Endorser has Equal Right Ag<sup>t</sup> the Drawer as if he had reced the full Sum and this Defendant further Saith that the Cogneiance this Defendant had of the Circumstances of this Case was rather an In-couragment to him to buy the Bill than any Impediment; for that it being paid in Satisfaction of a Judgment and Execution at Law Against w<sup>ch</sup> Equity was Alledged but Otherwise Adjudged and the Injunction that Staid the Bill (which was Lodged in Stead of money) in the Sherriffs hands was Dis-